



BRCPC

**Baltimore Regional
Cooperative Purchasing Committee**

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SPECIFICATIONS AND BID PROPOSAL FOR:

CONTRACT#: _____

FORWARD TO: _____

DATE AND TIME DUE: _____

PLEASE NOTE:

Please direct all questions to: _____
Telephone # _____

Pre Bid Conference: _____

BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRPC)

GENERAL TERMS AND CONDITIONS FOR ALL SOLICITATIONS

Competitive sealed bids or proposals addressed to the purchasing agent of the lead agency for furnishing and delivering the items described in this solicitation will be received at the time, date and place identified herein. Unless otherwise specified, all formal bids submitted shall be irrevocable for 60 calendar days following bid opening date, unless the bidder(s), upon request of the purchasing agent, agree to an extension.

1. INSTRUCTIONS, FORMS, AND SPECIFICATIONS

- 1.1 All bids are to be submitted in duplicate on and in accordance with forms for this purpose which are available at the office of the purchasing agent.
- 1.2 All bids are to be submitted in the special envelope provided by the purchasing office. If a larger envelope is needed, the special envelope should be taped to the front of the envelope used.
- 1.3 Each bid shall be accompanied by a notarized affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the bidder is a corporation, a duly authorized representative of said corporation shall execute the affidavit. Forms for these oaths will be provided to bidders by the purchasing office.
- 1.4 Bid must be typed or written in ink. Erasures or alterations must be initialed in ink. All bids must be signed by a responsible company official and delivered in sealed envelopes, no later than the time and date indicated herein. Bids received after the time and date indicated will be returned unopened.
- 1.5 Additional information or clarifications of any of the instructions or information contained herein may be obtained from the purchasing agent.
- 1.6 Any bidder who finds a discrepancy in or omission from the specifications, or who is in doubt as to their meaning or feels that the specifications are discriminatory, shall notify the purchasing agent in writing within 10 days before the scheduled opening of bids. Exceptions taken do not obligate the purchasing agent to change the specifications. The purchasing agent will notify all bidders in writing, by addendum duly issued, of any interpretations of specifications or instructions that are made.
- 1.7 All official correspondence in regard to the specifications should be directed to and will be issued by the purchasing agent. The purchasing agent will assume no responsibility for oral instructions or suggestions.

2. BID DEPOSIT:

- 2.1 Bid deposit may be required when indicated on bid proposal. Failure to submit the bid deposit, when required, will nullify bid.
- 2.2 When required, bids must be accompanied by a certified check, cashier's check, treasurer's check, U.S. Postal Money Order, or a bid bond.
- 2.3 Bid deposits will be returned to unsuccessful bidders upon the award of the solicitation, and to successful bidders upon execution of the contract(s) and the meeting of bond requirements, if applicable.

- 2.4 Nonperformance by a successful bidder, or his failure to execute the agreement or meet bond requirements within 10 business days after the award, shall result in the deposit being forfeited to the jurisdiction as liquidated damages.

3. BASIS FOR AWARD OF CONTRACT

- 3.1 The purchasing agent of the lead jurisdiction shall award all contracts to the lowest responsible and responsive bidder(s) as determined by the purchasing agent. Each participating jurisdiction will issue their own purchase order for their portion of the contract.
- 3.2 Any other consideration for the award will be stated on the specifications.

4. CASH DISCOUNT AND NET PAYMENTS

- 4.1 Cash discount will not be considered in determining a contract award, but will be taken, if possible, at time of payment.
- 4.2 Payment terms with a period of less than 30 days will not be accepted.

5. PERFORMANCE BOND

- 5.1 The successful bidder may be required to give security or bond for the performance of the agreement as determined by the purchasing agent.
- 5.2 Bonds must be issued by a surety licensed to do business in the State of Maryland.

6. RESERVATIONS

- 6.1 The purchasing agent reserves the right to reject any or all bids or parts of bid when, in his/her reasoned judgement, the public interest will be served thereby.
- 6.2 The purchasing agent may waive formalities or technicalities in bids as the interest of the jurisdiction may require, providing these differences do not violate the intent of the specifications, materially affect the operation for which the items are being purchased, or increase the price or estimated maintenance and repair cost.
- 6.3 The purchasing agent reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and percentage amount of any such reservation shall be stated in the specifications.
- 6.4 Unless otherwise provided for in the bid documents, the purchasing agent(s) reserve the right to make award(s) on either lump sum basis, individual item basis, or such combination as shall be in the best interest of the BRPC.

7. DELIVERIES

- 7.1 Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposal.
- 7.2 All items shall be delivered F.O.B. Destination and delivery costs and charges included in the bid.
- 7.3 The purchasing agent reserves the right to levy a per diem charge to the vendor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge, identified in the bid document, may be invoked at the discretion of the purchasing agent and said sum may taken as liquidated damages and deducted from any compensation due to the vendor.

8. COMPETITION

- 8.1 The name of any manufacturer, trade name of manufacturer, or vendor catalog number mentioned in specifications is for the purpose of designating a standard of quality and type and for no other reason.
- 8.2 A bidder may offer a price on only 1 unit. Even though 2 or more units may meet specifications, bidder must determine for themselves which to offer. Submission by a bidder for more than 1 unit shall be sufficient cause for rejection of that specific item.
- 8.3 Bids which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected.
- 8.4 All bids must be accompanied by such descriptive literature as may be called for by the specifications or proposal.
- 8.5 If products to be provided to the BRCPC contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the purchasing agent. This applies also to any product used by a vendor when providing a service to the BRCPC.

9. INDEMNIFICATION

The vendor shall indemnify and save harmless the participating jurisdictions against or from all costs, expenses, damages, injury, or loss to which said participating jurisdictions may be subjected by reason of any wrongdoing, misconduct, want of care, skill, negligence, or default in the execution or performance of contract and shall save and keep harmless the participating jurisdictions against and from all claims and losses to it from any causes whatsoever, including actual or alleged patent infringements in the matter of making, furnishing, and delivering materials/services as called for in the contract documents.

10. INSURANCE

- 10.1 The vendor shall, at all times, maintain and keep in force such insurance as Compensation, Liability, and Property Damage as will protect him from claims under Workmen's Compensation Acts and also such insurance as will protect him and the participating jurisdictions from any other claims for damages for personal injury, including death, as well as from claims for damages to any property of the participating jurisdictions or of the public, which may arise from operations under this contract, whether such operations by the vendor or by any subcontractor or anyone directly or indirectly employed by any of them.
- 10.2 Unless otherwise specified, the amount of liability insurance shall under no circumstances be less than \$100,000.00 for injuries sustained by any 1 persons and \$300,000.00 for injuries sustained by 2 or more person in any 1 accident. The amount of property damage insurance shall not be less than \$100,000.00.

11. DISPUTES

The purchasing agent may request, in writing, the recommendation of the BRCPC using the specifications or other objective source.

12. TERMINATION

- 12.1 Termination for Convenience: Any participating jurisdiction may terminate a contract, in whole or in part, upon giving written notice to the vendor. The participating jurisdiction shall pay all reasonable costs incurred by the vendor up to the date of termination. The vendor will not be

reimbursed for any anticipatory profits which have not been earned up to the date of termination.

- 12.2 Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the contract may be terminated for default and the vendor is not entitled to any costs incurred by the vendor up to the date of termination. The BRCPC will be officially notified of this termination by the participating jurisdiction.

13. PATENT INFRINGEMENT

Vendor agrees to indemnify, protect, and save harmless the participating jurisdiction, its officers, agents, and employees with respect to any claim, action, cost, or judgement for patent infringement, arising out of purchase or use of materials, supplies, equipment, or services covered by this contract.

14. ASSIGNMENT

The contract resulting from this selection and the compensation, which may become due hereunder are not assignable except with prior written approval of the BRCPC.

15. FACILITIES

The BRCPC reserves the right to inspect the bidder's facilities at no cost to the BRCPC at any time with prior notice.

16. AUTHORITY

Instructions, specifications, and proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the enabling legislation of each of the participating jurisdictions.

17. FAILURE TO RESPOND

Bidders who fail to respond 3 times in succession to solicitations without justification may be removed from the bidder's list.

18. AVAILABILITY OF FUNDS

The contractual obligation of the BRCPC under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

19. INTERPRETATION

The contract resulting from this solicitation shall be construed under the laws of the State of Maryland.

20. INTEGRATION

These bid documents and subsequent purchase order to the successful bidder contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties hereon.

21. SOCIO-ECONOMIC PROGRAMS

Participating jurisdictions have various socio-economic programs, which will be detailed in the bid documents if they are pertinent to the specific solicitation.